

IN THE FEDERAL DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK  
MANHATTAN

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SANTANA CLINE

Plaintiff,

v.

HSBC BANK USA,  
NATIONAL ASSOCIATION  
452 FIFTH AVE  
NEW YORK, NEW YORK 10018

REISENFELD & ASSOCIATES  
3962 RED BANK ROAD  
CINCINNATI, OHIO 45227

CHRISTOPHER DAWSON  
1212 BATH AVE  
SUITE 535  
ASHLAND, KENTUCKY 41101

Defendants,

CASE NO: \_\_\_\_\_

Judge:

**17 CV 3653**

DEMAND FOR JURY TRIAL

COMPLAINT FOR: BREACH OF  
CONTRACT, BREACH OF COVENANT  
OF GOOD FAITH AND FAIR DEALING,  
CONVERSION, INVASION OF  
PRIVACY, MISAPPROPRIATION,  
INTRUSION

Plaintiff, Santana Cline ("Ms. Cline"), hereby file the foregoing complaint against Defendants HSBC Bank USA National Association ("HSBC"), Reisenfeld & Associates ("Reisenfeld") and Christopher Dawson ("Dawson") collectively as ("Defendants") and allege as follows:

NATURE OF THE CASE

1. This case is simple. Defendants have taken advantage of their positions as a bank and law firm to

make unauthorized forged promissory notes baring Ms. Cline's name for a prior, cancelled debt. Defendant's, collectively, are attempting to defraud the Plaintiff of \$433,500 and trying to subject them to litigation of third parties. Defendant's are attempting to use a promissory note against an un-named party, Timothy Hugh Dials, in a West Virginia Bankruptcy Court, case 6:16-60085 (Judge Volk) and are seeking to obtain the property originally secured by the cancelled note by using a new, elaborate fabrication. Instead of dropping their claims and lien on the subject property, 8243 Chippenham Drive, Dublin, Ohio 43016, the Defendant's have persisted to forge the Plaintiff's personal identifiers including their name - prior loan number - and signature on a negotiable instrument. Defendant's should be made accountable for their identity theft.

### **THE PARTIES**

2. Plaintiff Santana Cline is an individual who resides in Powell, Ohio and does business out of Las Vegas, Nevada.

3. Defendant HSBC Bank USA National Association is a bank with its principal place of business in the County of New York.

4. Defendant Reisenfeld & Associates is a law firm that has their principal place of business in Cincinnati, Ohio - and routinely works as a debt collection company.

5. Defendant Christopher Dawson is an attorney who works for Defendant Reisenfeld out of Ashland, Kentucky and upon information and belief does business in Kentucky, Ohio, West Virginia and elsewhere.

### **JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction over these claims pursuant to 28 U.S.C. § 1332(a)(1). Plaintiff's are citizens and residents of the State of Ohio. Plaintiffs are informed and believe, and

thereon allege, that the main Defendant, HSBC, principal place of business as a trust company is in New York, New York. The amount in controversy exceeds \$75,000, exclusive of interest and costs.

7. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a) because all of the events giving rise to Plaintiffs' claims occurred in this judicial district.

### **RELEVANT FACTS**

8. In 2006 Ms. Cline purchased a property in Ohio, 8243 Chippenham Drive, Dublin, Ohio 43016, from CBSK d.b.a American Home Loans. ("CBSK") The original loan company was out of business in November 2005, nearly six months before Ms. Cline procured a loan from their company. Due to their defunct status in 2006, Ocwen Loan Servicing assigned Ms. Cline's loan to an HSBC trust, purported to be the 2006-ASAP3 trust for Ace Securities and sought to claim the loan as a 'default' in 2007, seeking a foreclosure judgment in the Franklin County Common Pleas Court with a 'lost note affidavit'.

9. During the proceeding decade no less than seven different notes have been presented throughout the procedural history of the litigation instigated by Ocwen Loan Servicing using the name of HSBC. The notes, which varied in size, writing, coloring, etc. never bore any blue ink signatures nor endorsement from CBSK during the decades long history.

10. In August 2015, another fabrication of a note was presented to the Plaintiff and Ms. Cline sought to file a criminal complaint with local law enforcement. Sometime in late January 2016 the Plaintiff was informed that Ocwen was closing her loan file. In March 2016 her actual, blue ink, promissory note appeared and was marked as 'CANCELED' in red on the top of the document.

11. After years of mental anguish, stress and psychological abuse from the lost wages, hours and enjoyment of life from dealing with the harassing nature of the litigation under HSBC's direction, the

Plaintiff assigned the property via Quit Claim Deed to her step-father two weeks after receiving the returned note so that she could begin a fresh start with the intellectual property she traded for value for the property. After hoping to be free to begin a new business and explore further IP rights with her newly acquired items, she was once again brought back into the mix of HSBC's deceit when Dawson, through Reisenfeld, filed to take the property from her step-father, Timothy Dials using a scheme that has resulted in them creating another promissory note, signing the Plaintiff's name and forging a transfer stamp on a note 11 years later, and more than a year after the cancellation of the actual note.

12. The Plaintiff is now subject to being exposed to a lawsuit for the transfer of property due to their unlawful use of Plaintiff's identity, she is also subject to the property being taken in her name and liability and judgment be attached to her, as well as further loss of income and mental well-being from the continued harassment and fraud by the named Defendants.

13. To make this more damning to the Plaintiff, Defendants are knowingly doing this scheme after being presented with proof of the cancelled document, as well as being subject to numerous Court actions - many filed in New York State Court, that clearly identified the properties - or lack thereof, in the trust at issue and it did not include Ms. Cline's former residence. *HSBC*, in case No. 131869AJNGWG, 650327/2013, Royal Park Case 652732/2013, *Dials vs Ace Securities*, 670291/2016, and their removal by shareholders via Gibbs Burn in 2015. The Defendants, namely Reisenfeld, have a history of filing fraudulent actions for cancelled debt as well, as noted in *Elliott vs JP Morgan*, 30C01-0607-MF-570.

14. In furtherance of their identity theft and forgery of Ms. Cline's signature, Defendant's also forged the signature of Brent McElwee of CBSK d.b.a American Home Loans on a newly created transfer stamp, in which they ironically mis-spelled the companies name and signed the document "Cool" or "Coop" depending on your reading of the last letter of the signature block.

15. Because of this newly devised scheme, Ms. Cline has agreed to her signature to be reviewed by a handwriting expert and had the newly created document analyzed by a forensic group, Ghironi Imaging Labs. They concluded the document was made in Adobe Photoshop 2.0 & 3.0 and that the signatures do not match Ms. Cline's signature nor any publicly available Brent McElwee signature.

**FIRST CAUSE OF ACTION**

**(Breach of Written Contract)**

Plaintiffs re-allege and incorporate as if fully set forth herein the allegations of Paragraphs 1-15 above.

On or about March 4th, 2016 Defendant HSBC had the underlying promissory note cancelled and returned on their behalf by Ocwen Loan Servicing to Ms. Cline.

Plaintiff has fully performed all conditions, covenants, obligations and terms in relation to the underlying note and was exhausted of all claims against her and her former residence when the note was returned to her in 2016.

Defendants have failed and refused to cease action on the cancelled contract. They have failed to cure their violations of the cancellation, including their obligation to release the underlying mortgages.

Defendant's wrongful conduct alleged herein constitutes a breach of the promissory note and contract.

As a direct and proximate result of Defendant's conduct, Plaintiff's have suffered and will continue to suffer damages in an amount to be determined at trial.

**SECOND CAUSE OF ACTION**

**(Breach of Implied Covenant of Good Faith and Fair Dealing)**

Plaintiffs re-allege and incorporate as if fully set forth herein the allegations of Paragraphs 1-15 above.

Defendant breached the implied covenant of good faith and fair dealing by acting in bad faith and with a motive to intentionally frustrate Plaintiffs' enjoyment of their rights under the cancelled promissory note. Specifically they have forged another document to attempt to collect money in her name from another and is a clear effort to frustrate Plaintiff's ability to move on from this loan and be made whole.

As a direct and proximate result of Defendant's conduct, Plaintiff's have suffered and will continue to suffer damages in an amount to be determined at trial.

**THIRD CAUSE OF ACTION**

**(Conversion)**

Plaintiffs re-allege and incorporate as if fully set forth herein the allegations of Paragraphs 1-15 above.

At all times relevant herein, Plaintiff had clear ownership and rights of possession to Ms. Cline's property - including the cancelled promissory note. Defendant's wrongfully appropriated Plaintiff's property by forcefully keeping a lien on her prior residence under her name and attempted to revive a cancelled debt with a forgery in the amount of \$433, 500.

As a direct and proximate result of Defendant's conduct, Plaintiff's have suffered and will continue to suffer damages in an amount to be determined at trial, but in any event in excess of \$945,000.00

The aforementioned acts of Defendant were willful, wanton, malicious, and oppressive, were undertaken with the intent to defraud and justify the award of exemplary and punitive damages against Defendant.

#### **FOURTH CAUSE OF ACTION**

##### **(Invasion of Privacy —Misappropriation)**

Plaintiffs re-allege and incorporate as if fully set forth herein the allegations of Paragraphs 1-15 above.

At all times relevant herein, Ms. Cline has maintained a legally protected privacy interest in her name, signature, likeness, including protection against unauthorized use and/or appropriation of Ms. Cline's name for a wrongful purpose or to gain an unfair advantage or reward.

Defendants knew or should have known that Ms. Cline had a reasonable expectation of privacy in her name and/or likeness, including protection against unauthorized use and/or appropriation of Ms. Cline's name for a wrongful purpose or to gain an unfair advantage.

Defendants intentionally and/or negligently violated Ms. Cline's right of privacy by appropriating Ms. Cline's name, posing as Ms. Cline, and or signing Ms. Cline's signature in connection with Defendant's unauthorized creation of a promissory note, on which Defendant's are not an authorized signatory and/or have any rights to act on her behalf.

As a direct and proximate result of Defendant's invasion of Ms. Cline's rights of privacy alleged herein, Ms. Cline has suffered substantial damages in excess of \$75,000 to be proven at trial.

In doing the acts alleged herein, Defendants acted with oppression, fraud or malice, in conscious disregard for Ms. Cline's rights and the purpose and with the intent of harming Ms. Cline, so as to entitle Ms. Cline to exemplary or punitive damages in an amount according to proof at trial.

**FIFTH CAUSE OF ACTION**

**(Invasion of Privacy —Intrusion)**

Plaintiffs re-allege and incorporate as if fully set forth herein the allegations of Paragraphs 1-15 above.

At all times relevant herein, Ms. Cline has maintained a legally protected interest in her private matters and affairs, including protection against unauthorized intrusion into Ms. Cline's confidential personal information, social security number, loan accounts and business information.

Defendants knew or should have known Ms. Cline had a reasonable expectation of privacy in her private affairs, including protection against unauthorized intrusion into Ms. Cline's confidential business accounts, personal information, credit information and other.

Defendant's intentionally and/or negligently violated Ms. Cline's right to privacy by secretly and unlawfully accessing her credit report and creating loan accounts in order to attempt to collect debt in her against against third parties, namely Timothy Dials.

As a direct and proximate result of Defendant's invasion of Ms. Cline's right to privacy as alleged herein, Ms. Cline has suffered substantial damages in excess of \$75,000 according to proof at trial.

In doing the acts alleged herein, Defendants acted with oppression, fraud or malice, in conscious disregard for Ms. Cline's rights and the purpose and with the intent of harming Ms. Cline, so as to entitle Ms. Cline to exemplary or punitive damages in an amount according to proof at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff request a judgment against the Defendants as follows:

1. Compensatory damages for Defendant's invasion of Ms. Cline's right of privacy in an

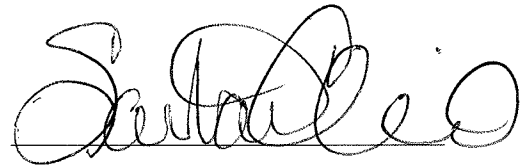


mount in excess of \$75,000 to be proven at trial

2. For destruction of the forged promissory note and removal of all liens and claims obtained by Defendant's using Plaintiff's identity without permission
  3. For exemplary or punitive damages in an amount to be proven at trial
  4. For injunctive relief against the Defendant's from accessing and using Plaintiff's information and identity
  5. An award of costs for any associated fees with this litigation
- and
6. For such other and further relief as the Court deems just and proper.

**MAY 10TH, 2017**

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Santana Jade Cline', written over a horizontal line.

Santana Jade Cline, *pro se*

PO BOX 1313

Powell, Ohio 43065

203-514-0373



MIN: 1001446-0009744791-8

Loan Number: 9744791

**ADJUSTABLE RATE NOTE**  
(6-Month LIBOR Index - Rate Caps)  
(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

APRIL 5, 2006  
[Date]

SANTA ANA  
[City]

CALIFORNIA  
[State]

8243 CHIPPENHAM DRIVE, DUBLIN, OHIO 43016  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$433,200.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS, A CALIFORNIA CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.750%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JUNE 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MAY 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 6 HUTTON CENTRE DR. 7TH FLOOR, SANTA ANA, CALIFORNIA 92707

or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$3,407.99. This amount may change. \*\* See attached Interest Only Note Addendum.

Exhibit A

**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The interest rate I will pay may change on the 1<sup>st</sup> day of MAY, 2008, and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 000/1000 percentage point(s) ( 5.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.750 % or less than 8.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage point(s) ( 1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.750 %. My interest rate will never be less than 8.750 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY \*\* See attached Prepayment Note Addendum.**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

## 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations,

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including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:


**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED



SANTANA CLINE

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

*[Sign Original Only]*



Loan Number: 9744791

**INTEREST ONLY PAYMENT PERIOD NOTE ADDENDUM**

**THIS ADDENDUM TO NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST. THE PROVISIONS IN THE NOTE ALLOWING FOR CHANGES IN THE INTEREST RATE APPLY DURING THE INTEREST ONLY PERIOD.**

This Interest Only Payment Period Note Addendum is made this 5th day of APRIL, 2006, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Note of the same date (the "Note") and any Addenda to the Note given by the undersigned (the "Borrower") to evidence Borrower's indebtedness to CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS, A CALIFORNIA CORPORATION (the "Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date and covering the property described in the Security Instrument and located at: 8243 CHIPPENHAM DRIVE, DUBLIN, OHIO 43016

**ADDITIONAL COVENANTS.** Unless specifically defined in this Addendum, any capitalized terms shall have the same meaning as in the Note. Notwithstanding anything to the contrary set forth in the Note, Addenda to the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

I. Sections 3 and 4 of the Note are modified to provide for sixty (60) payments of interest only ("Interest Only Period") at the interest rates determined in accordance with Sections 2 and 4 of the Note. Sections 3 and 4 of the Note are modified as follows:

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay interest during the Interest Only Period, and principal and interest thereafter, by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on JUNE 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on MAY 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 6 HUTTON CENTRE DR. 7TH FLOOR, SANTA ANA, CALIFORNIA 92707

or at a different place if required by the Note Holder.

**(B) Amount of My Interest Only Payments**

The first SIXTY (60) monthly payments will be in the amount of U.S. \$ 3,158.75, which equals one twelfth (1/12) of the amount of yearly interest due on the principal at the initial interest rate stated in Section 2 of this Note. The next THREE HUNDRED (300) monthly payments will equal one twelfth (1/12) of the amount of yearly interest due on the principal at the rate determined in accordance with Section 4 of the Note. These sixty (60) payments are called the "Interest Only Payments."

No payments of principal are due during the Interest Only Period. The Interest Only Payments will not reduce the principal amount of this Note. Additional payments of principal may be made in accordance with Section 5 of this Note, as modified by a Prepayment Addendum, if any.



**(C) Monthly Payment Changes**

During the Interest Only Period, changes in my monthly payment will reflect changes in the interest rate that I must pay. After the Interest Only Period, changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The interest rate I will pay may change on the 1<sup>st</sup> day of MAY, 2008, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average on interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 000/1000 percentage point(s) ( 5.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Before each Change Date during the Interest Only Period, the Note Holder will determine the amount of my monthly payment by calculating one twelfth (1/12) of the amount of yearly interest due at my new interest rate. Before the Change Date immediately prior to the due date of the sixty first (61<sup>st</sup>) payment and before each subsequent Change Date, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.750 % or less than 8.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage point(s) ( 1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.750 % nor less than 8.750 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

II. All other provisions of the Note and any Addenda are unchanged by this Interest Only Payment Period Note Addendum and remain in full force and effect.

By signing below, Borrower accepts and agrees to the terms and conditions contained in the Interest Only Payment Period Note Addendum.

  
SANTANA CLINE

(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

## PREPAYMENT ADDENDUM TO NOTE

Loan Number: 9744791

Date: APRIL 5, 2006

Borrower(s): SANTANA CLINE

THIS PREPAYMENT ADDENDUM TO NOTE (the "Addendum") is made this 5th day of APRIL, 2006, and is incorporated into and shall be deemed to amend and supplement that certain promissory note (the "Note") made by the undersigned ("Borrower") in favor of CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS, A CALIFORNIA CORPORATION

("Lender") and dated the same date as this Addendum. Repayment of the Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") given by Borrower in favor of Lender and dated the same date as this Addendum. To the extent that the provisions of this Addendum are inconsistent with the provisions of the Note, the provisions of this Addendum shall supersede the inconsistent provisions of the Note.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

Section 5 of the Note is amended to read in its entirety as follows:

### 5 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note provides for changes in the interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If within TWENTY-FOUR ( 24 ) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to ONE percent ( 1.000 %) of the original Principal amount of the residential mortgage.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Addendum.

Santana Cline 4-5-2006  
Borrower SANTANA CLINE Date Borrower Date

\_\_\_\_\_  
Borrower Date Borrower Date

\_\_\_\_\_  
Borrower Date Borrower Date

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA  
AT PARKERSBURG DIVISION**

In Re:

TIMOTHY HUGH DIALS

Debtor

CASE NO. 16-60085

Chapter 13

Judge Frank W. Volk

**NOTICE OF FILING**

COMES NOW, the Creditor, HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2006-ASAP3, Asset Backed Pass-Through Certificates (hereinafter "HSBC"), and hereby gives notice of the filing of a copy of the original "wet ink" Promissory Note attached hereto. The Mortgage Identification Number ("MIN") located at the top left corner of Page 1 of 5 of the Note has been redacted because it contains the borrower's loan account number, which has also been redacted in the three (3) locations it appears. Finally, on the top right corner of Page 1 of 5 of the Note, handwritten numbers that might identify borrower's personal information have been redacted.

HSBC's counsel is in possession of the original Note on behalf of the Plaintiff.

Respectfully Submitted

/s/ Christopher A. Dawson

Christopher A. Dawson (10633)  
Reisenfeld & Associates, LPA LLC  
Attorney for Creditor  
3962 Red Bank Road  
Cincinnati, OH 45227  
Voice: (304) 853-3338  
Facsimile: (304) 853-3338  
[christopher.dawson@rslegal.com](mailto:christopher.dawson@rslegal.com)

*Exhibit B*

**CERTIFICATE OF SERVICE**

I certify that on the 10<sup>th</sup> day of April, 2017, a true and correct copy of the foregoing was served:

**Via the court's Electronic Case Filing System on these entities and individuals who are listed on the court's Electronic Mail Notice List:**

Helen M. Morris, Bankruptcy Trustee  
ch13trustee@wvtrustee.org

U.S. Trustee  
(Registered Address)@usdoj.gov

**And by regular U.S. Mail, postage prepaid on:**

Timothy Hugh Dials, Debtor  
8243 Chippenham Dr.  
Dublin, OH 43016

/s/ Christopher A. Dawson  
\_\_\_\_\_  
Christopher A. Dawson (10633)

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MIN: [REDACTED]

Loan Number: [REDACTED]

## ADJUSTABLE RATE NOTE

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

APRIL 5, 2006  
[Date]

SANTA ANA  
[City]

CALIFORNIA  
[State]

8243 CHIPPENHAM DRIVE, DUBLIN, OHIO 43016  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$433,200.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS, A CALIFORNIA CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.750%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JUNE 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MAY 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 6 HUTTON CENTRE DR. 7TH FLOOR, SANTA ANA, CALIFORNIA 92707

or at a different place if required by the Note Holder.

#### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$3,407.99. This amount may change. \*\* See attached Interest Only Note Addendum.

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**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the 1st day of MAY, 2008, and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 000/1000 percentage point(s) ( 5.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.750 % or less than 8.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage point(s) ( 1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.750 %. My interest rate will never be less than 8.750 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY \*\* See attached Prepayment Note Addendum.**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

SJC



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I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

## 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations,

STC

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including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

510

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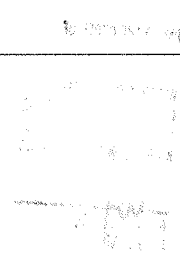
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

  
\_\_\_\_\_  
SANTANA CLINE (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

  
\_\_\_\_\_  
(Seal)  
-Borrower


\_\_\_\_\_  
(Seal)  
-Borrower

*[Sign Original Only]*

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PAY TO THE ORDER OF

WITHOUT RECOURSE:  
CBSK FINANCIAL GROUP, INC.  
DBA AMERICA HOME LOANS  
A CALIFORNIA CORPORATION

  
BRENT MCELWEE  
PRESIDENT

Loan Number: [REDACTED]

**INTEREST ONLY PAYMENT PERIOD NOTE ADDENDUM**

**THIS ADDENDUM TO NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST. THE PROVISIONS IN THE NOTE ALLOWING FOR CHANGES IN THE INTEREST RATE APPLY DURING THE INTEREST ONLY PERIOD.**

This Interest Only Payment Period Note Addendum is made this 5th day of APRIL, 2006, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Note of the same date (the "Note") and any Addenda to the Note given by the undersigned (the "Borrower") to evidence Borrower's indebtedness to CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS, A CALIFORNIA CORPORATION (the "Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date and covering the property described in the Security Instrument and located at:  
8243 CHIPPENHAM DRIVE, DUBLIN, OHIO 43016

**ADDITIONAL COVENANTS.** Unless specifically defined in this Addendum, any capitalized terms shall have the same meaning as in the Note. Notwithstanding anything to the contrary set forth in the Note, Addenda to the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

1. Sections 3 and 4 of the Note are modified to provide for sixty (60) payments of interest only ("Interest Only Period") at the interest rates determined in accordance with Sections 2 and 4 of the Note. Sections 3 and 4 of the Note are modified as follows:

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay interest during the Interest Only Period, and principal and interest thereafter, by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on JUNE 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on MAY 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 6 HUTTON CENTRE DR. 7TH FLOOR, SANTA ANA, CALIFORNIA 92707

or at a different place if required by the Note Holder.

**(B) Amount of My Interest Only Payments**

The first SIXTY (60) monthly payments will be in the amount of U.S. \$ 3,158.75, which equals one twelfth (1/12) of the amount of yearly interest due on the principal at the initial interest rate stated in Section 2 of this Note. The next THREE HUNDRED (300) monthly payments will equal one twelfth (1/12) of the amount of yearly interest due on the principal at the rate determined in accordance with Section 4 of the Note. These sixty (60) payments are called the "Interest Only Payments."

No payments of principal are due during the Interest Only Period. The Interest Only Payments will not reduce the principal amount of this Note. Additional payments of principal may be made in accordance with Section 5 of this Note, as modified by a Prepayment Addendum, if any.

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**(C) Monthly Payment Changes**

During the Interest Only Period, changes in my monthly payment will reflect changes in the interest rate that I must pay. After the Interest Only Period, changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the 1<sup>st</sup> day of MAY, 2008, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average on interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 000/1000 percentage point(s) ( 5.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Before each Change Date during the Interest Only Period, the Note Holder will determine the amount of my monthly payment by calculating one twelfth (1/12) of the amount of yearly interest due at my new interest rate. Before the Change Date immediately prior to the due date of the sixty first (61<sup>st</sup>) payment and before each subsequent Change Date, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.750 % or less than 8.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage point(s) ( 1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.750 % nor less than 8.750 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

II. All other provisions of the Note and any Addenda are unchanged by this Interest Only Payment Period Note Addendum and remain in full force and effect.

SSC

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Exhibit A - Note Page 9 of 11

By signing below, Borrower accepts and agrees to the terms and conditions contained in the Interest Only  
Payment Period Note Addendum.

Santana Cline (Seal)  
SANTANA CLINE -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

## PREPAYMENT ADDENDUM TO NOTE

Loan Number: [REDACTED]

Date: APRIL 5, 2006

Borrower(s): SANTANA CLINE

THIS PREPAYMENT ADDENDUM TO NOTE (the "Addendum") is made this 5th day of APRIL, 2006, and is incorporated into and shall be deemed to amend and supplement that certain promissory note (the "Note") made by the undersigned ("Borrower") in favor of CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS, A CALIFORNIA CORPORATION

("Lender") and dated the same date as this Addendum. Repayment of the Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") given by Borrower in favor of Lender and dated the same date as this Addendum. To the extent that the provisions of this Addendum are inconsistent with the provisions of the Note, the provisions of this Addendum shall supersede the inconsistent provisions of the Note.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

Section 5 of the Note is amended to read in its entirety as follows:

### 5 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note provides for changes in the interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If within TWENTY-FOUR ( 24 ) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to ONE percent ( 1.000 %) of the original Principal amount of the residential mortgage.

550



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Exhibit A - Note Page 11 of 11

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Addendum.

<u>Santana Cline</u>	<u>4/5/16</u>		
Borrower SANTANA CLINE	Date	Borrower	Date

_____	_____	_____	_____
Borrower	Date	Borrower	Date

_____	_____	_____	_____
Borrower	Date	Borrower	Date


PAY TO THE ORDER OF:  
IMPAC FUNDING CORPORATION

WITHOUT RECOURSE:  
✓ CBSK FINANCIAL GROUP, INC.,  
DBA AMERICAN HOME LOANS  
A CALIFORNIA CORPORATION

  
\_\_\_\_\_  
BRENT MCELWEE  
PRESIDENT

Exhibit C

900036994  
NSD410 TITLE  
AGENCY ONLY

 CAMBY CARACOZA  
Commission # 1225407  
Notary Public - California  
Orange County  
My Comm. Expires Jun 20, 2003

F

4/15/2017

Case 6:16-bk-60085 Doc 184-5 Filed 04/18/17 Entered 04/19/17 10:20:05 Desc  
Exhibit E Page 2 of 5SERVICE MARK  
DOCKET NO. 224/296

believes applicant to be entitled to use such mark in commerce;  
to the best of his/her knowledge and belief no other person,  
firm, corporation, or association has the right to use the above  
identified trademark/servicemark in commerce, either in the  
identical form thereof or in such near resemblance thereto as to  
be likely, when used on or in connection with the goods/services  
of such other person, to cause confusion, or to cause mistake, or  
to deceive; and that all statements made of his/her own knowledge  
are true and all statements made on information and belief are  
believed to be true.

Please mail all correspondence to Lyon & Lyon, attention:  
David A. Randall at the address noted above, and direct all  
telephone calls to David A. Randall at (213) 489-1600.

CBSK FINANCIAL GROUP, INC.  
d/b/a American Home LoansDated: MAY 17, 1997 By Brent McElweeBrent McElwee  
Title: President  
CBSK FINANCIAL GROUP, INC.

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Exhibit E Page 3 of 5

After Recording, Return to:  
Mortgage Resource Network  
16610 Dallas Parkway Suite 2300  
Dallas, TX 75248-2685  
1-866-248-9011

Order No.	OH	Min#	Mers Phone	Assignor #	Investor #	Assignee #
Escrow No.	Franklin					
Application No.		100070116780052731	1-888-679-6377	1678005273	1678005273	3152498
Loan No.	970974					

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Assignment of Mortgage

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged,  
CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS, A CALIFORNIA CORPORATION  
Mortgage Electronic Registration Systems, Inc. ("Assignor"),  
does hereby sell, assign, transfer and set over unto  
P.O. Box 2026, Flint, MI 48501-2026 ("Assignee"),

all of Assignor's right, title and interest in and to that certain Open-end Mortgage dated JUNE 26, 2001,  
delivered to Assignor by LINDA KLEIN AND CAL KLEIN AS JOINT

TENANTS  
and recorded concurrently herewith in Volume 20010703015404, Page 7-3-01 of the Official Records in  
the County Recorder's office of FRANKLIN County, OHIO  
describing land therein as:

~~LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".~~

TOGETHER with the note or notes therein described or referred to, the money due and to become due  
thereon with interest, and all rights accrued or to accrue under said Deed of Trust. ("Assignee").

IN WITNESS WHEREOF, Assignor has executed this instrument as of the 11TH day of  
JULY, 2001

DATE 7/11/2001  
STATE OF CALIFORNIA  
COUNTY OF ORANGE

BEFORE ME, THE UNDERSIGNED  
Notary Public in and for said County and State, personally appeared  
BRENT MCELWEE, PRESIDENT

CBSK FINANCIAL GROUP, INC.,  
DBA AMERICAN HOME LOANS, A  
CALIFORNIA CORPORATION

BRENT MCELWEE, PRESIDENT

of Assignor, who acknowledged that he/she did sign the foregoing  
instrument on behalf of Assignor.

IN WITNESS WHEREOF, I have set my hand and official seal at

this 11TH day of JULY,  
2001

Signature [Signature]  
Notary Public

My commission expires: 5-20-05

Signed and acknowledged in the presence of:

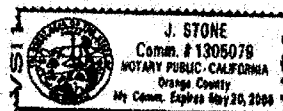
[Signature]  
Witness MEGAN CAHALAN

[Signature]  
Witness MARY ARANDA

This instrument prepared by: MEGAN CAHALAN

(Seal)

This Document was Prepared by and  
After Recording, Return to:  
Mortgage Resource Network  
16610 Dallas Parkway Suite 2300  
Dallas, TX 75248-2685  
1-866-248-9011



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**EXHIBIT C**  
of 20

1           5.     The next day, February 6, 1997, I spoke with Yoshna about the threats. I  
2 was very upset that Sham made these threats and told Yoshna how disturbed I was by this. In this  
3 conversation, Yoshna said that Lori and I "will get what you deserve." I took this to mean that  
4 she was also threatening our lives.

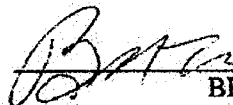
5           6.     As a result of these threats, Lori Roman resigned from the company.

6           7.     Prior to receiving these threats I was informed by Dennis Vermeer and my  
7 receptionist, Sheila Bidwell, that Sham made other threats against my life and the lives of people  
8 in this company.

9           8.     Because of these threats, we have increased security measures at the office.  
10 Furthermore, my wife arms the alarm during the day and locks the doors at all times.

11           I declare under penalty of perjury under the laws of the State of California that the  
12 foregoing is true and correct.

13           Executed this 3<sup>rd</sup> day of March, 1997 in Santa Ana, California.



BRENT MCELWEE

17 37075.1

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Exhibit E Page 5 of 5

TRADEMARK 224/296

I declare under penalty of perjury that the foregoing is true and correct. I have been hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration.

Executed at Santa Ana, California, this 20 day of January, 1999.

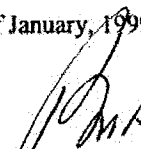
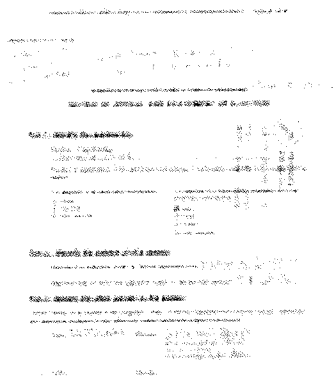
  
Brent McElwee  
President  
CBSK Financial Group, Inc., d/b/a  
American Home Loans



Exhibit D





**Image analysis: 784b2e675705e1650bc97f0432b296b8**

**Dashboard**

Type	Result
Static analysis	Static data
EXIF metadata extraction	No EXIF metadata
IPTC metadata extraction	No IPTC metadata
XMP metadata extraction	No XMP metadata
Preview extraction from metadata	No Preview
Localization	No GPS data
Error Level Analysis (ELA)	Not applicable
Signature check	No signature match

**Static Data**

Type	Value
Filename	Signatures1.jpg
Size	174.0 KB

Analyzed at	May 7, 2017, 10:37 p.m.
-------------	-------------------------

**Static Data - FileType**

Type
JPEG image data, JFIF standard 1.01

**Static Data - Hashes**

Type	Value
SHA1	d3c2ef20a286c9a9a4be7d1eda921cef6c3ba8e5
SHA224	9089966d8430f8d46a0df27d2241b91539d30fd24cc0d329c9bd50a8
SHA384	40b16a169991897d26404d9b427755fe65ac284ce16cd006dbb5c036d272ec27f934423e920d7bc0662d502d7f7b6427
CRC32	501d75c3
SHA256	be8f1f3d4b2c588b8e5c295f493042113485940b9993b74965b195caf112dfa4
SHA512	05dd6e627a8213f67ab6c9464b4a645a9e9a8ff83fb97046fc2f35fe683562034e2f4ad81f108e519437bccd6ed32a039849fad35997b7305ce541529a2cef8e
MD5	784b2e675705e1650bc97f0432b296b8





### Image analysis: 7ef476dd7a33fd2e771ff57a2291e69a

#### Dashboard

Type	Result
Static analysis	Static data
EXIF metadata extraction	No EXIF metadata
IPTC metadata extraction	No IPTC metadata
XMP metadata extraction	No XMP metadata
Preview extraction from metadata	No Preview
Localization	No GPS data
Error Level Analysis (ELA)	Not applicable
Signature check	No signature match

#### Static Data

Type	Value
Filename	Signatures12.jpg

<b>Size</b>	47.1 KB
<b>Analyzed at</b>	May 7, 2017, 10:37 p.m.

**Static Data - FileType**

<b>Type</b>
JPEG image data, JFIF standard 1.01

**Static Data - Hashes**

Type	Value
<b>SHA1</b>	4fd72290d144722eacca0e819649154e475de4d0
<b>SHA224</b>	95846adeb812555eaa2ecc8f0dedf2c08b85f06d4db64b0e1512a51b
<b>SHA384</b>	99851e24fa0de2e2914cfd0d266cf37808d61f26a2640b4c838ab6980c4d265691ac9ec127694978ff20fcd9bdf22544
<b>CRC32</b>	ec2e9e50
<b>SHA256</b>	fd86ec18b57eabf56e7d21feacd6fe04c40d03687867b00d05760b4e0831ac15
<b>SHA512</b>	6f577cd614aaaaffc9f8467fccdd75edd059ef855da5ffb0e2eed889e58544b5fdd4761cc5f9a10b3b1e98e1d0deba7a04b973df43aa87f73bccd60d0a16683
<b>MD5</b>	7ef476dd7a33fd2e771ff57a2291e69a

4/15/2017

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Case 2:11-bk-54893 Doc 5 Filed 05/05/11 Entered 05/06/11 09:08:35 Desc Main Document Page 1 of 2

FILED

2011 MAY -5 PM 3:28

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO**

U.S. BANKRUPTCY COURT  
COLUMBUS, OHIO

**IN RE: Santana J Cline**

Case No. **11-54893-1**

**VERIFICATION OF CREDITOR MATRIX**

**The above named Debtor hereby verifies that the attached list of creditors is true and correct to the best of my knowledge.**

Date: 5-5-2011

Santana Cline  
Debtor

4/15/2017

Case 6:16-bk-60085 Doc 184-7 Filed 04/18/17 Entered 04/19/17 10:20:05 Desc  
Exhibit G Page 16 of 19

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
COLUMBUS/EASTERN DIVISION**

FILED  
JOHN P. HEIMANN  
CLERK

2013 OCT -1 AM 11:35

**HSBC BANK USA N.A.**

**Plaintiff**

**v.**

**SANTANA CLINE**

**Defendant**

**CASE NO. 2:13 CV 0978**

**Judge: JUDGE SMITH**

**MAGISTRATE JUDGE KEMP**

**NOTICE OF REMOVAL**

Defendant Santana Cline ("Cline"), respectfully notify the Court pursuant to 29 U.S.C 1441 that they have this day removed this action from the Court of Common Pleas of Franklin County, Ohio to this Court. In support of this removal, removing Defendants submit this notice. Removal is based on the grounds that diversity jurisdiction exists over this action because there is a complete diversity between plaintiff and defendants and the amount in controversy exceeds \$75,000.

Respectfully submitted,



Santana Jade Cline, *pro se*  
8243 Chippenham Drive  
Dublin, Ohio 43016


4/15/2017

Case 6:16-bk-60085 Doc 184-7 Filed 04/18/17 Entered 04/19/17 10:20:05 Desc

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Respectfully submitted,



Santana Jade Cline

8243 Chippenham Drive

Dublin, Ohio 43016

(614) 339-4409

*pro se*

**CERTIFICATE OF SERVICE**

A true copy of the foregoing Notice of Removal was mailed on September 30<sup>th</sup>, 2013 by regular U.S. Mail, postage prepaid to:

Jillian Henzler  
4805 Montgomery Road  
Suite 320  
Cincinnati, Ohio 45212

Bradley Sherman  
Staff Counsel  
140 E. Town St. Ste. 1015  
Columbus, Ohio 43215

CBSK d.b.a. American Home Loans  
6 Hutton Centre Drive  
7<sup>th</sup> Floor  
Santa Ana, California 92707



4/15/2017

Case 6:16-bk-60085 Doc 184-7 Filed 04/18/17 Entered 04/19/17 10:20:05 Desc  
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"attorney-in-fact" for HSBC Bank. The document was docketed on May 9<sup>th</sup>, 2012 after being received on May 7<sup>th</sup>, 2012 by counsel in this case whom have repeatedly stated they cannot be served c/o Ocwen.

Their actions in the state court, which were briefed in the reply filed by the Plaintiff, and the newest affidavit raise questions to the nature and validity of their representation and show that the Defendants in this case have numerous discrepancies amongst different courts.

For the above stated reasons, Plaintiff respectfully requests that the court incorporate the additional exhibit into the record.

**Dated: May 14<sup>th</sup>, 2012**

Respectfully Submitted,



Signature of Debtor/Plaintiff

Santana J. Cline, Pro Se  
8243 Chippenham Drive  
Dublin, Ohio 43016  
1-614-339-4409

4/15/2017

Case 6:16-bk-60085 Doc 184-7 Filed 04/18/17 Entered 04/19/17 10:20:05 Desc  
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Case: 2:11-cv-00233-EAS Doc #: 11 Filed: 05/03/12 Page: 8 of 9 PAGEID #: 67

**Dated: May 3<sup>rd</sup>, 2012**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Santana J. Cline', written over a horizontal line.

Signature of Debtor/Plaintiff

Santana J. Cline, Pro Se

8243 Chippenham Drive

Dublin, Ohio 43016

1-614-339-4409

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Santana Cline  
SANTANA CLINE

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

MULTISTATE ADJUSTABLE RATE NOTE - 6-Month LIBOR Index  
(Assumable During Life of Loan) (First Business Day Lookback)  
Single Family--Freddie Mac MODIFIED INSTRUMENT  
Form 5520 3/04

Page 5 of 5


DocMagic  800-649-1362  
[www.docmagic.com](http://www.docmagic.com)

Exhibit E  
(Forgery)

Case 1:17-cv-03653-CM Document 2 Filed 05/15/17 Page 52 of 54

WHEREAS THE SAID AND STATED OF THE UNDERSIGNED

*James L. ...*  
JAMES L. ...

...  
...

...  
...

...  
...

...  
...

...  
...

...  
...

...  
...  
...

Page 52 of 54

...  
...  
Page 52 of 54

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Case 1:17-cv-03653 Document 2-1 Filed 05/15/17 Page 53 of 54  
Case 1:17-cv-03653 Document 2-1 Filed 05/15/17 Page 53 of 54

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Case 1:17-cv-03653 Document 2-1 Filed 05/15/17 Page 53 of 54

Case 1:17-cv-03653 Document 2-1 Filed 05/15/17 Page 53 of 54

Case 1:17-cv-03653 Document 2-1 Filed 05/15/17 Page 53 of 54

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Case 1:17-cv-03653 Document 2-1 Filed 05/15/17 Page 53 of 54  
Case 1:17-cv-03653 Document 2-1 Filed 05/15/17 Page 53 of 54

Case 1:17-cv-03653-CM Document 2 Filed 05/15/17 Page 54 of 54

Official Form 417A (12/15)

Santana Cline  
 PO Box 133  
 Reno, NV 89505

United States Bankruptcy Court  
 District of Nevada

~~(Caption as in Form 416A, 416B, or 416D, as appropriate)~~

Case - 15-15412

## NOTICE OF APPEAL AND STATEMENT OF ELECTION

### Part 1: Identify the appellant(s)

1. Name(s) of appellant(s): Santana Cline
2. Position of appellant(s) in the adversary proceeding or bankruptcy case that is the subject of this appeal:

For appeals in an adversary proceeding.

- ☐ Plaintiff  
☐ Defendant  
☐ Other (describe) \_\_\_\_\_

For appeals in a bankruptcy case and not in an adversary proceeding.

- ☒ Debtor  
☐ Creditor  
☐ Trustee  
☐ Other (describe) \_\_\_\_\_

2016 APR 25 PM 07  
 U.S. BANKRUPTCY COURT  
 MARY A. SCHOTT, CLERK



RECEIVED  
 AND FILED

### Part 2: Identify the subject of this appeal

1. Describe the judgment, order, or decree appealed from: Motion to Dismiss
2. State the date on which the judgment, order, or decree was entered: 4-11-2016

### Part 3: Identify the other parties to the appeal

List the names of all parties to the judgment, order, or decree appealed from and the names, addresses, and telephone numbers of their attorneys (attach additional pages if necessary):

1. Party: U.S. Trustee Attorney: J. Michael Bloom  
300 Las Vegas Blvd.  
Suite 41300  
Las Vegas, NV 89001

2. Party: \_\_\_\_\_ Attorney: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Exhibit F